

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Edible Vaccines, Inc.

Assignment

Merger

Security Agreement

Change of Name

Other _____

Execution Date: November 29, 1995

2. Name and address of receiving party(ies)

Name: Terramed, Inc.

Internal Address: _____

Street Address: 1716 Briarcrest Drive, Suite 507

City: Bryan State: TX Zip: 77802

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

U.S. Serial No. 07/750,049

B. Patent No.(s)

RECEIVED

MAR 10 2004

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Heidi S. Nebel

Internal Address: _____

Street Address: 801 Grand, Suite 3200

City: Des Moines State: IA Zip: 50309-2721

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed [Please charge any deficiency or credit any overpayment to Deposit Account No. 26-0084]

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

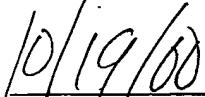
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Heidi S. Nebel

Name of Person Signing



Signature



Date

11

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

EXHIBIT

tabbles®



ASSIGNMENT (DOCUMENT) COVER SHEET - PATENT

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof:

1. Name of conveying party(ies) (Assignor):

Edible Vaccines, Inc.

2. Name and address of party(ies) to whom transfer is made:

Terramed, Inc.
1716 Briarcrest Drive, Suite 507
Bryan, Texas 77802

3. Nature of conveyance: Assignment Change of Name Other _____

Execution Date: November 29, 1995

4. Identification of application:

United States Serial No. 07/750,049
Filed 08/26/91
Inventors: Lam and Arntzen

United States 35 U.S.C. § 3.71 Filing of
PCT/US94/02332
United States Serial No. 08/481,291
Filed: 06/07/95 (National Stage of PCT)
Inventors: Lam, Arntzen, and Mason

Continuation-in-Part Application of 07/750,049, above
United States Serial No. 08/026,393
Filed: 03/04/93
Inventors: Lam and Arntzen

Divisional #1 of 08/026,393, above
United States Serial No. 08/473,683
Filed: 06/07/95
Inventors: Lam and Arntzen

File Wrapper Continuation of 07/750,049, above
United States Serial No. 08/156,508
Filed: 11/23/93
Inventors: Lam and Arntzen

Divisional #2 of 08/026,393, above
United States Serial No. 08/479,742
Filed: 06/07/95
Inventors: Lam and Arntzen

PCT Application (Continuation-in-Part of 08/026,393, above)
Serial No. PCT/US94/02332
Filed: 03/04/94
Inventors: Lam, Arntzen, and Mason

Divisional #3 of 08/026,393, above
United States Serial No. 08/481,552
Filed: 06/07/95
Inventors: Lam and Arntzen

5. Address to which document should be returned after recordal:

C. Steven McDaniel
Conley, Rose & Tayon, P.C.
P. O. Box 3267
Houston, Texas 77253-3267

6. Total number of pages including
cover sheet, attachments and document: 9

7. Fee payment is provided for as follows:

New Application Transmittal (Item 13)
 FWC Transmittal (Item VIII)
 Attached is a check in the sum of \$ 40.00.
 Charge account No. 03-2769 if any additional fee is due
or credit account No. 03-2769 with any overpayment.
Charge account No. 03-2769 for any fees due. A
duplicate of this transmittal is attached for use by the
Accounting Department.

8. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original.


C. Steven McDaniel
Reg. No. 33,962
Conley, Rose & Tayon, P.C.
P. O. Box 3267
Houston, Texas 77253-3267
Tel. No. (713) 238-8010

PATENT LICENSE AND ASSIGNMENT AGREEMENT

THIS AGREEMENT, effective the 29th day of November, 1995 (the "Effective Date"); is by and between Edible Vaccines, Inc., ("Edible Vaccines"), a Delaware corporation having a place of business in Conroe, Texas, and Terramed, Inc. ("Terramed"), a Delaware corporation having a place of business in Bryan, Texas.

W I T N E S S E T H :

WHEREAS, Edible Vaccines, Inc. has represented to Terramed, that it, to the best of its knowledge, along with Conley, Rose & Tayon, P.C., owns all of the right, title, and interest in and to the Intellectual Property scheduled on Exhibit B attached hereto (the "Intellectual Property"); and

WHEREAS, Terramed desires to buy, and Edible Vaccines is willing to sell to Terramed, Edible Vaccines' interests in the Intellectual Property pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. *Assignment.*

1.1 Edible Vaccines does hereby sell, assign, transfer, and set over unto Terramed, Edible Vaccines' entire right, title, and interest in, to, and under the Intellectual Property scheduled in Exhibit B attached hereto and the inventions described and claimed therein,

together with all claims for damages by reason of past infringement of such Intellectual Property by third parties with the right to sue for and collect same.

2. *Payment.*

2.1 On the Effective Date Terramed has paid to "Edible Vaccines, Inc." the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

3. *Representations and Warranties.*

3.1 Edible Vaccines hereby represents and warrants that:

(a) To the best of its knowledge, Edible Vaccines, along with CRT, owns all of the right, title, and interest in, to, and under the Intellectual Property and has the unencumbered right to make this assignment to Terramed in accordance with this Agreement;

(b) Edible Vaccines has not entered into any other agreement which would be in conflict with the assignment made to Terramed in this Agreement;

(c) Edible Vaccines has not granted any licenses under the Intellectual Property;

(d) There are no existing licenses of any rights under the Intellectual Property;

(e) There have been no accusations of infringement of the Intellectual Property;

(f) There have been no accusations of invalidity or unenforceability of the Intellectual Property;

(g) Edible Vaccines (1) is unaware of any third party claim or rights that would form a reasonable basis for Edible Vaccines to believe that Terramed's practice of the technology embodied in the Intellectual Property will infringe the rights of any third party and; (2) is unaware of any disposition made by Conley, Rose & Tayon, P.C. or of any agreement entered into by Conley, Rose & Tayon, P.C. inconsistent with this Agreement;

(h) Edible Vaccines is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Edible Vaccines has the corporate power to enter into this Agreement and to carry out all of its obligations hereunder. The execution and delivery of this Agreement and the performance of Edible Vaccines' obligations hereunder have been duly authorized by the Board of Directors of Edible Vaccines, and no other corporate proceedings are necessary to authorize such execution, delivery and performance;

(i) The execution, delivery and performance by Edible Vaccines of this Agreement will not (1) violate any statute, rule or regulation applicable to it, or any order, writ, judgment, injunction or decree of any court, governmental or regulatory authority, or arbitrator to which it is subject, (2) violate the Articles of Incorporation or by-laws of Edible Vaccines, or (3) violate or constitute (or with due notice or lapse of time or both will result in) a default under, or result in the termination, cancellation or acceleration of, or entitle any person or entity to terminate, cancel or accelerate (whether after the giving of notice or lapse of time or both) any obligation under the provisions of any contract,

lease, license, security agreement, or other agreement or instrument to which Edible Vaccines is a party or by which it is bound;

(j) Edible Vaccines' rights under the Intellectual Property are free of any lien, security interest, charge, encumbrance or restriction;

(k) Edible Vaccines is not aware of any asserted or unasserted claims or facts not disclosed to Terramed or its counsel, that would support a claim of any other person or entity relating to the ownership, licensing, use, validity, enforceability or transferability of the Intellectual Property; and

(l) There is no pending or threatened administrative or judicial proceeding with respect to Edible Vaccines' use of any of the Intellectual Property, and the Intellectual Property is not the subject of any order, writ, judgment, injunction or decree of any court, governmental or regulatory authority, or arbitrator.

3.2 Terramed hereby represents and warrants that:

(a) Terramed will not bring suit or assert any claim against Edible Vaccines for infringement of the Intellectual Property; provided, Edible Vaccines does not breach this Agreement.

4. *Confirmatory Assignment.* Edible Vaccines agrees to execute a confirmatory assignment of the Intellectual Property of the form attached as Exhibit A respectively for recordation with the United States Patent and Trademark Office. Edible Vaccines agrees to fully cooperate with Terramed in establishing title to the Intellectual Property in Terramed and to

execute all lawful documents that may be reasonably required to do so, all without additional cost or expense to Terramed.

5. *Texas Law.* Edible Vaccines and Terramed agree that this Agreement shall be construed in accordance with the laws of the State of Texas and shall be binding upon the parties, and, if any, their parent companies, their successors, assignees, or transferees, in whole or in part of any substantial portion of control of ownership.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement in duplicate on the dates indicated below.

Edible Vaccines, Inc.

By: Amory

Title: Chairman

Date: 11/29/95

Terramed, Inc.

By: JTC

Title: President

Date: 11/29/95

EXHIBIT A
ASSIGNMENT

WHEREAS, Edible Vaccines, Inc., a Delaware corporation having a place of business in Conroe, Texas, is the owner of part of the Intellectual Property listed in Exhibit "B" attached hereto; and

WHEREAS, Terramed, Inc., a Delaware corporation having a place of business at 1716 Briarcrest, Suite 507, Bryan, Texas 77802 desires to acquire such Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Edible Vaccines, Inc. does hereby sell, assign, transfer, and set over unto Terramed, Inc., the entire right, title, and interest of Edible Vaccines, Inc. in, to, and under the Intellectual Property and the inventions described and claimed therein, together with all claims for damages by reason of past infringement of such Intellectual Property by third parties, with the right to sue for and collect same.

Edible Vaccines, Inc.

By: Dominic man-Kit Lam

ATTEST:

Title: Chairman

Corporate Secretary

Date: 11/29/95

[SEAL]

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

SUBSCRIBED to before me by Dominic man-Kit Lam,
Chairman (Title), Edible Vaccines, Inc. (Company), known
by me to be the same, on this the 29th day of November, 1995.

Laura A. Black
Notary Public in and for
THE STATE OF TEXAS

My Commission Expires: 2/17/99



E X H I B I T "B"

1. The "Patent Applications":

United States Serial No. 07/750,049

Filed: 08/26/91

Inventors: Lam and Arntzen

Continuation-In-Part Application of 07/750,049, above

United States Serial No. 08/026,393

Filed: 03/04/93

Inventors: Lam and Arntzen

File Wrapper Continuation of 07/750,049, above

United States Serial No. 08/156,508

Filed: 11/23/93

Inventors: Lam and Arntzen

PCT Application (Continuation-In-Part of
08/026,393, above)

Serial No. PCT/US94/02332

Filed: 03/04/94

Inventors: Lam, Arntzen, and Mason

United States 35 U.S.C. § 3.71 Filing of PCT/US94/02332

United States Serial No. 08/481,291

Filed: 06/07/95 (National Stage of PCT)

Inventors: Lam, Arntzen, and Mason

Divisional #1 of 08/026,393, above

United States Serial No. 08/473,683

Filed: 06/07/95

Inventors: Lam and Arntzen

Divisional #2 of 08/026,393, above

United States Serial No. 08/479,742

Filed: 06/07/95

Inventors: Lam and Arntzen

Divisional #3 of 08/026,393; above

United States Serial No. 08/481,552

Filed: 06/07/95

Inventors: Lam and Arntzen

E X H I B I T "B" (C O N T I N U E D)

2. The Inventions described and claimed in the Patent Applications;
3. All applications for patent or like protection for the Inventions that have now been or may in the future be made by Assignor or its representatives whether in the United States of America or in any country or place anywhere in the world;
4. All patents and like protection that have now been or may in the future be granted for the Inventions, whether in the United States of America or in any other country or place anywhere in the world;
5. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of the Patent Applications and patents and like grants, including, without limitation, those obtained or permissible under past, present and future laws and statutes;
6. All rights of action on account of past, present, and future unauthorized use of the Inventions and for infringement of the Patent Applications, patents and like protection;
7. The right of Assignee to file in its name applications for patents and like protection for the Inventions in any country or countries;
8. All international rights of priority associated with the Inventions, applications, patents, and like protection; and
9. All consideration received for the manufacture, use or sale of the Inventions.